CONTRACT USER GUIDE



How to Use the Integrated Pest Management (Pest Control Services) Statewide Contract

Contract #: FAC74 Contract Duration: 8/01/11 to 7/31/13

MMARS #: FAC74 Options to renew: To be renewed to 7/31/15

Contract Manager: Dmitriy Nikolayev - 617-720-3351

dmitriy.nikolayev@state.ma.us

This contract contains: Environmentally Preferable Products (EPP), Small Business

Purchasing Program (SBPP), and Supplier Diversity Office (SDO) Contractors

Last change date: 12/6/2012

Contract Summary

Contract Description: This contract was established in response to a 1998 Gubernatorial Executive Order requiring all state agencies to use an Integrated Pest Management (IPM) approach to pest control. The contract provides facilities with a pre-qualified list of contractors experienced in IPM from which to obtain pricing. IPM helps to reduce use of toxic pesticides through an integrated approach to pest control which pursues continuous monitoring, small scale maintenance to plug holes, examination of cleaning and trash services and other activities that may affect the level of pest infestation.

Benefits and Cost Savings

Health Benefits: IPM is typically described as "an approach to pest management that blends all available management techniques — non-chemical and chemical — into one strategy." This approach usually consists of monitoring pest problems, the use of non-chemical pest control, and resorting to conventional pesticides only when it is absolutely necessary and the pest damage exceeds an aesthetic or economic threshold. As it has been found that children have the tendency of being more sensitive to conventional pesticides than adults, it is even more important for schools, especially those containing small children, to implement an IPM program. IPM programs in schools reduce sources of food, water, and shelter for pests, which in turn leads to a safer and healthier environment for the children.

Cost Savings: When all the people involved are identified and when these people communicate well with each other, effective and less expensive protection of the site and the people can be achieved with reduced risk from pesticides. Contract users should also obtain quotes from more than one vendor in an effort to obtain the best pricing.



Who Can Use This Contract?

Applicable Procurement Law: MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00 **Eligible Entities:**

- 01. Cities, towns, districts, counties and other political subdivisions
- 02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
- 03. Independent public authorities, commissions and quasi-public agencies
- 04. Local public libraries, public school districts and charter schools;
- 05. Public Hospitals, owned by the Commonwealth;
- 06. Public institutions of high education
- 07. Public purchasing cooperatives;
- 08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
- 09. Other states and territories with no prior approval by the State Purchasing Agent required; and
- 10. Other entities when designated in writing by the State Purchasing Agent.

Recommended Steps in Using the Contract

Step 1: Solicit Proposals and Select a Contractor

Contract users shall contact at least three Contractors with a request for quote and site visit and it is recommended that the Contractor's experience and understanding of IPM methods be a strong consideration. A Statement of Work or other specifications must be provided by the facility to the Contractors at the time of site visit. Based on the Statement of Work and the results of the site visit, Contractors will provide a service proposal including a monthly service fee. Site visits are mandatory prior to submitting a service proposal. All service proposals and site visits under this contract must be free of charge to the facility.

Step 2: Complete and Sign Memorandum of Understanding

Prior to commencing services, all Contractors and contract users are required to complete and sign the "Memorandum of Understanding (MOU)" posted under the "Forms & Terms" tab of this contract. Contractors that fail to comply with this requirement may be subject to penalties as described in RFR Section 3.10.8, Failure to Perform Contract Obligations.

While it is not required by the contract, contract users may execute service agreements or issue statements of work subject to this Contract's terms and conditions. The performance and payment time frames of such service agreements may extend beyond the duration of this Contract, but not shall extend more than two (2) years beyond the final termination date of this Statewide Contract. No agreements for services may be executed after the Contract has expired.

Updated: December 6, 2012 Page 2 of 5



Note: Per RFR Section 3.7, as part of any service agreement, Contractors are prohibited from requiring Eligible Entities to sign any forms, contracts or other documentation that contains any terms or conditions not expressly approved by OSD and the Sourcing Team.

Step 3: Develop, Maintain and Document your IPM Program

Based on the initial inspection of each building or site, the Contractor must file a written *Initial Assessment Report* with the facility manager listing the following: present pests, extent of infestation and activities, conditions in the building which are contributing to existing and/or potential pest problems as well as containing suggestions for remediation. This report must be filed before any other pest management services are provided.

In addition to the initial assessment, within 30 days of conducting the initial inspection, the contractor must submit an *IPM Plan*. The plan must include details on: the training of the staff, contractors and occupants; frequency of technician visits and the activities which they will perform as well as a description of the pest monitoring program.

After each service visit, the technician must submit a final *service report* with the facility manager, detailing the following information: pesticides used and location, results of monitoring, description of any temporary conditions which may be contributing to pest problems and any other actions that many have been taken. In addition to these service reports, *quarterly reports* must be filed which describe the extent of pest control activities during the period covered and discuss results, as well as contain recommendations on conditions which are contributing to the problem.

Contractors are responsible for providing an *annual training session* to facility staff, contractors and facility occupants free of charge. If deemed necessary, the contractor must provide additional training sessions for a mutually agreed upon cost.

Pricing and Purchase Options

Contract Pricing: Orders should include reference to SWC FAC74 and vendor confirmation that your account number is linked to FAC74. For Purchasing Entities that use MMARS the Prompt Payment Discounts will automatically be taken by MMARS at the time of payment.

Pricing on this contract is based on monthly service fees negotiated between the Contractor and the Eligible Entity. The monthly service fee must be inclusive of all transportation, materials, labor and other costs and must be fixed for at least the initial duration of a service agreement between a Contractor and an Eligible Entity. The monthly fee will include all planning, monitoring, communications, training, controls, recommendations, evaluation, record-keeping and any other aspects of IPM related to bedbugs and termites. The fee will not include termite and bedbug treatments that are building-wide, unless specifically stated by the Contractor in

Updated: December 6, 2012 Page 3 of 5



their price quote. Contractors will not be allowed any extra compensation for additional work they may have to complete of which they should have been aware through their own surveillance prior to submitting a service quote.

If an emergency call-back service is required, or an infestation occurs between regularly scheduled visits (i.e. visits called for in the IPM Plan or Statement of Work), the Contractor shall be responsible for controlling the problem at no additional cost to the Eligible Entity, unless the cause of the emergency call-back or infestation is the Eligible Entity's failure to follow the Contractor's written recommendations provided in the IPM Plan, Service Report or other document. Contractors' emergency pricing is available in the "Contractors, Regions & Pricing" spreadsheet posted under the Forms & Terms tab of this contract.

Vendor List and Contact Information

Contractor	Phone	Address	Awarded Region
A-1 Exterminators	800-525-4825	183 Shepard Street, Lynn, MA 01902	Worcester, Boston, New Bedford
Accurate Termite & Pest Control Co.,Inc.	413-599-1538	P.O. Box 84, 8 Wilson Street, Wilbraham, MA 01095-0084	Springfield
Bain Pest Control	978-452-9621	1320 Middlesex Street, Lowell, MA 01851	Statewide
Braman Chemical Enterprises	413-732-9009	P.O. Box 368, 147 Almgren Drive, Agawam, MA 01001	Pittsfield, Springfield, Worcester, Boston
Burgess & Capeway Pest Management (Sanitary Chemical Service Inc. DBA)	508-587-4309	240 West Center Street, West Bridgewater, MA 02379	Boston, New Bedford
Ecological Entomology, LLC	888-780-0110	PO Box 180106, 953 Massachusetts Avenue, Boston, MA 02118	Statewide
Environmental Health Services, Inc	781-769-9111 x 228	823 Pleasant Street, Norwood, MA 02062	Statewide
Flynn Pest Control Inc	508-252-9661	32 Anawan St, Rehoboth, MA 02769	Statewide
Mass Pest Elimination	508-755-8400	7 Kosta St, Worcester, MA 01607	Statewide
MD Weaver Corp.	508-647-0537	4 Mechanic St STE 105, Natick, MA 01760	Statewide
Minuteman Pest Control Co. Inc.	800-586-1009	90 Conz Street, Northampton, MA 01060	Pittsfield, Springfield
New Tech Pest Control Co., Inc.	978-670-6423	P.O. Box 480, Billerica, MA 01821	Boston
Orkin	800-582-1416	8 Industrial Way, Whitman, MA 01938	Statewide
Pest End, Inc.	978-794-4321	54 Hunt Road, Kingston, NH 03848	Boston
Ransford Pest Control, Inc.	508-756-5197	218 Chandler Street, Worcester, MA 01609	Pittsfield
Waltham Services, Inc.	781-893-1810x266	817 Moody Street, Waltham, MA 02453	Statewide

Updated: December 6, 2012 Page 4 of 5



Additional Information

Training

Contractors will be responsible for providing an annual training session to facility staff, contractors and facility occupants as agreed upon between the Facility Manager and the contractor in the Management Plan. The contractor will also be responsible for providing additional training sessions as necessary for a mutually agreed upon additional cost.

Comments and Complaints

Comments and/or complaints regarding any aspect of this contract can be emailed directly to the OSD Strategic Sourcing Services Lead, Dmitriy Nikolayev, at Dmitriy.nikolayev@state.ma.us

Strategic Sourcing Services Team Members

Dmitriy Nikolayev OSD
Donald Staffiere DOC
Mark Buffone DAR
Robert Fournier DOC
Trevor Battle DAR

Contract User Guide

Summary of Where to Obtain Important Contract Information

To obtain in depth contract information please go to the Comm-PASS (www.comm-pass.com) website, click on "Contracts" then search by document number to locate the following contract FAC74 information:

"Forms & Terms" tab

MOU Between Contract User and Vendor "Forms & Terms" tab

Contractors, Regions & Pricing Spreadsheet "Forms & Terms" tab

RFR Document Citing Requirements Specifications "Forms & Terms" Tab

Purchase Order Form for Cities and Towns "Forms & Terms" Tab

Updated: December 6, 2012 Page 5 of 5